



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

BOARD MEETING DATE: June 13, 2017

DATE: May 19, 2017

TO: Board of County Commissioners

FROM: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-2040, dsolaro@washoecounty.us

THROUGH: Kevin Schiller, Assistant County Manager

SUBJECT: Approve a Lease Termination Agreement between TNK Ryder Limited Partnership and Washoe County to discontinue the use of 80 parking spaces located at 0 Pine Street, APN 011-175-13, effective June 14, 2017. (Commission District 3.)

SUMMARY

This item requests approval of a lease termination agreement between TNK Ryder Limited Partnership and Washoe County for early termination of a commercial lease for 80 open parking spaces located at 0 Pine Street, Reno.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

On September 9, 2014 the Board of County Commissioners (Board) approved a commercial lease for the use of 80 parking spaces at 0 Pine Street.

BACKGROUND

The Board acquired the Liberty Garage located at 220 S. Center Street in conjunction with the office building located at 350 S. Center in June 2004, to provide office and parking for the critical downtown user groups including Social Services, Public Defender, Alternate Public Defender, Library staff and the Sheriff's Work Program. The Liberty Garage also accommodates tenants from the 200 S. Virginia Street building and the County vehicles assigned to the downtown departments.

Due to the current number of employees, county vehicles, and outside users which are sharing the Liberty Garage, Washoe County determined that the lease of 80 spaces at 0 Pine Street was desirable to ensure sufficient parking for Washoe County employees, as well as any employees traveling from outlying areas to the downtown area for business or meetings. Over the past two years, use of the lot has been extremely limited, and it has been determined that the limited use can be accommodated in the parking structure located at 220 S. Center Street.

AGENDA ITEM # 5.F.4.

The current agreement is for a three (3) year term, commencing September 1, 2014 and will terminate on August 31, 2017, unless terminated earlier as allowed within the agreement. The property owner has approached Washoe County requesting early termination so they can proceed with development plans on the vacant site.

FISCAL IMPACT

The early termination of this lease will save Washoe County \$5,253 in lease payments for July and August, 2017.

RECOMMENDATION

It is recommended the Board of County Commissioners approve a Lease Termination Agreement between TNK Ryder Limited Partnership and Washoe County to discontinue the use of 80 parking spaces located at 0 Pine Street, APN 011-175-13, effective June 14, 2017.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a Lease Termination Agreement between TNK Ryder Limited Partnership and Washoe County to discontinue the use of 80 parking spaces located at 0 Pine Street, APN 011-175-13, effective June 14, 2017."

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is entered into between **TNK Ryder Limited Partnership**, a California Partnership ("Landlord") and **Washoe County, Nevada**, a political subdivision of the State of Nevada. ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease dated August 26, 2014, (the "Lease"), for certain parking spaces located at 0 Pine Street, Reno, Nevada more particularly depicted and described as APN: 011-175-13 (the "Premises"); and

WHEREAS, the parties now desire to provide for the termination of the Lease, and the return of the Leased Premises to Landlord, prior to the current expiration date of the Lease.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follow:

1. Termination. The parties agree that in lieu of the original expiration date of August 31, 2017, the Lease shall terminate on June 14, 2017 ("Termination Date"). Prior to the Termination Date, Tenant shall quit the Premises and surrender and return the Premises to Landlord, in "as is" condition.

2. Lease Termination Fee. In consideration for Tenant being relieved of further obligations under the Lease after the Termination Date, Tenant and Landlord agree that any Tenant Lease Termination Fees will not apply and are waived (\$0.00).

3. Mutual Release. Upon Tenant satisfying its obligations set forth in this Agreement, Landlord releases, discharges and waives any claims known or unknown, against Tenant, its successor, assigns, officers or directors, arising out of or in any way connected with the Lease through the date hereof, and Tenant releases, discharges and waives any claims, known or unknown, against the Landlord, its successors, assigns, officers or directors, arising out of or in anyway connected with the Lease through the date hereof.

4. Binding upon Successors and Assigns. This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

5. Final Agreement. This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.

6. Attorney Fees. If any legal action is commenced to enforce or interpret the terms of this Lease Termination Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

7. Nevada Law. This Agreement shall be governed by the laws of the State of Nevada. In case any one or more of the provisions contained herein shall for any reason be held to be

invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Warranty of Nonassignment.** Tenant warrants that it has not actually or purportedly assigned or transferred to any person or entity not a party to this Agreement all or any portion of its rights in connection with the Lease or Premises or any released matter. Tenant agrees to indemnify and hold harmless Landlord from and against any claim, damage, liability, or action arising from any such actual or purported assignment or transfer of claims, including the payment of attorneys' fees and costs actually incurred, whether or not litigation is actually commenced.

10. **Successors.** This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

11. **Authority.** Any person executing this Agreement warrants that he or she has been duly authorized by such entity to execute this Agreement on its behalf pursuant to duly adopted resolutions, order or the court or some other document or agreement empowering him or her to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the ____ day of _____, 2017.

LANDLORD:

TENANT:

TNK Ryder Limited Partnership

**Washoe County, Nevada, a political subdivision
of the State of Nevada**

By: _____

By: _____

Print Name: _____

Print Name: Bob Lucey

Title: _____

Title: Chair, Washoe County Commission